

| ORDER FOR SUPPLIES OR SERVICES | | | | | | | | | | PAGE 1 OF 11 | | | |
|---|--|--|-------------------------------------|-------------------------------------|---|---|---|---|--|--|--|---|--|
| 1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. N66001-15-D-0056 | | | 2. DELIVERY ORDER/ CALL NO. 0010 | | 3. DATE OF ORDER/CALL (YYYYMMDD) 2016 Sep 20 | | 4. REQ./ PURCH. REQUEST NO. 1300597493 | | | 5. PRIORITY | | | |
| 6. ISSUED BY SPAWAR SYSTEMS CENTER PACIFIC KEIKO D'AGOSTINO, CODE 22560 KEIKO.DAGOSTINO@NAVY.MIL 53560 HULL STREET SAN DIEGO CA 92152 | | | CODE N66001 | | 7. ADMINISTERED BY (if other than 6) DCMA MANASSAS 14501 GEORGE CARTER WAY, 2ND FLOOR CHANTILLY VA 20151 | | | CODE S2404A | | | | 8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other) | |
| | | | | | SCD: C | | | | | | | | |
| 9. CONTRACTOR SOFTPOWER, LLC NAME DUNS #: 969933899 AND 3050 CHAIN BRIDGE ROAD, SUITE 420 ADDRESS FAIRFAX VA 22030-2834 | | | CODE 6KKN1 | | FACILITY | | 10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE | | | 11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input checked="" type="checkbox"/> SMALL DISADVANTAGED <input checked="" type="checkbox"/> WOMEN-OWNED | | | |
| | | | | | | | 12. DISCOUNT TERMS | | | | | | |
| 13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Basic Contract Section G | | | | | | | | | | | | | |
| 14. SHIP TO SEE SCHEDULE | | | CODE | | 15. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPS P.O. BOX 182264 COLUMBUS OH 43218-2264 | | | CODE HQ0338 | | MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2. | | | |
| | | | | | | | | | | | | | |
| 16. TYPE OF ORDER | | DELIVERY/ CALL | | <input checked="" type="checkbox"/> | | This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. | | | | | | | |
| | | PURCHASE | | <input type="checkbox"/> | | Reference your quote dated Furnish the following on terms specified herein. REF: | | | | | | | |
| ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. | | | | | | | | | | | | | |
| NAME OF CONTRACTOR | | | | SIGNATURE | | | | TYPED NAME AND TITLE | | | | DATE SIGNED (YYYYMMDD) | |
| <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: | | | | | | | | | | | | | |
| 17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule | | | | | | | | | | | | | |
| 18. ITEM NO. | | 19. SCHEDULE OF SUPPLIES/ SERVICES | | | | 20. QUANTITY ORDERED/ ACCEPTED* | | 21. UNIT | | 22. UNIT PRICE | | 23. AMOUNT | |
| | | SEE SCHEDULE | | | | | | | | | | | |
| * If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle. | | | | | | 24. UNITED STATES OF AMERICA TEL: 619-553-4466 EMAIL: david.d.keene@navy.mil BY: David Keene | | | |  | | 25. TOTAL \$1,191,399.12 | |
| | | | | | | CONTRACTING / ORDERING OFFICER | | | | 26. DIFFERENCES | | | |
| 27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED | | | | | | | | | | | | | |
| b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | | c. DATE (YYYYMMDD) | | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | |
| e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | | 28. SHIP NO. | | 29. DO VOUCHER NO. | | 30. INITIALS | | | |
| f. TELEPHONE NUMBER | | g. E-MAIL ADDRESS | | | | <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 32. PAID BY | | 33. AMOUNT VERIFIED CORRECT FOR | | | |
| 36. I certify this account is correct and proper for payment. | | | | | | 31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | | 34. CHECK NUMBER | | | |
| a. DATE (YYYYMMDD) | | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | | | | | | | 35. BILL OF LADING NO. | | | |
| | | | | | | | | | | | | | |
| 37. RECEIVED AT | | 38. RECEIVED BY | | 39. DATE RECEIVED (YYYYMMDD) | | 40. TOTAL CONTAINERS | | 41. S/R ACCOUNT NO. | | 42. S/R VOUCHER NO. | | | |
| | | | | | | | | | | | | | |

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|----------------------|--------|
| 0001 | Services CPFF Base Period, Services in accordance with the Statement of Work (SOW), Attachment 1 to this task order. This is a level of effort task order, severable in nature. The required level of effort for this period is (b)(4) labor hours. FOB: Destination PURCHASE REQUEST NUMBER: 1300597493 | 1 | Lot | | (b)(4) |
| | | | | ESTIMATED COST | (b)(4) |
| | | | | FIXED FEE | (b)(4) |
| | | | | TOTAL EST COST + FEE | (b)(4) |
| | ACRN AA CIN: 130059749300001 | | | | (b)(4) |
| 0002 | Other Direct Costs (ODC) COST Travel and Materials for the Base Period. FOB: Destination PURCHASE REQUEST NUMBER: 1300597493 | 1 | Lot | | (b)(4) |
| | | | | ESTIMATED COST | (b)(4) |
| | ACRN AA CIN: 130059749300001 | | | | (b)(4) |
| 0003 | Base Period Data IAW Exhibit A | | Lot | | NSP |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|----------------------|--------|
| 0004 | | 1 | Lot | | (b)(4) |
| OPTION | Services CPFF Option 1 Period. Services in accordance with the Statement of Work (SOW), Attachment 1 to this task order. This is a level of effort task order, serverable in nature. The required level of effort for this period is (b)(4) labor hours. Period of Performance: 1 year. FOB: Destination | | | | |
| | | | | ESTIMATED COST | (b)(4) |
| | | | | FIXED FEE | (b)(4) |
| | | | | TOTAL EST COST + FEE | (b)(4) |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|----------------|--------|
| 0005 | | 1 | Lot | | (b)(4) |
| | Other Direct Cost (ODC) COST Travel and Materials for Option 1 Period. FOB: Destination | | | | |
| | | | | ESTIMATED COST | (b)(4) |

OPTION

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|------------------------------------|----------|------|------------|--------|
| 0006 | | | Lot | | NSP |
| OPTION | Option 1 Period Data IAW Exhibit A | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|----------------------|--------|
| 0007 | | 1 | Lot | | (b)(4) |
| OPTION | Services CPFF Option 2 Period. Services in accordance with the Statement of Work (SOW), Attachment 1 to this task order. This is a level of effort task order, serverable in nature. The required level of effort for this period is (b)(4) labor hours. Period of Performance: 1 year. FOB: Destination | | | | |
| | | | | ESTIMATED COST | (b)(4) |
| | | | | FIXED FEE | (b)(4) |
| | | | | TOTAL EST COST + FEE | (b)(4) |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|----------------|--------|
| 0008 | | 1 | Lot | | (b)(4) |
| | Other Direct Costs (ODC) COST Travel and Materials for Option 2 Period. FOB: Destination | | | | |
| | | | | ESTIMATED COST | (b)(4) |

OPTION

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|------------------------------------|----------|------|------------|--------|
| 0009 | | | Lot | | NSP |
| OPTION | Option 2 Period Data IAW Exhibit A | | | | |

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9201 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (NOV 2003)

The fixed fee for work performed under this contract is (b)(4) for the Base Period, (b)(4) for the Option 1 Period, and (b)(4) for the Option 2 Period, provided that not less than the following staff-hours of direct labor are so employed on such work by the Contractor: (b)(4) hours for the Base Period, (b)(4) hours for the Option 1 Period, and (b)(4) hours for the Option 2 Period. If substantially less than the stated number of staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently

than biweekly, on account of the fixed fee, equal to (b)(4) percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

(End of clause)

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

5252.237-9601 KEY PERSONNEL (DEC 1999)

(a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The offeror agrees that during the first 180 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

| NAME | CONTRACT LABOR CATEGORY |
|--------|--|
| (b)(4) | Risk Analyst Configuration Analyst Scheduler Requirements Manager |

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

(End of clause)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 0002 | Destination | Government | Destination | Government |
| 0003 | Destination | Government | Destination | Government |
| 0004 | Destination | Government | Destination | Government |
| 0005 | Destination | Government | Destination | Government |
| 0006 | Destination | Government | Destination | Government |
| 0007 | Destination | Government | Destination | Government |
| 0008 | Destination | Government | Destination | Government |
| 0009 | Destination | Government | Destination | Government |

Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC |
|------|-----------------------------------|----------|-------------------------|--------|
| 0001 | POP 20-SEP-2016 TO 19-SEP-2017 | N/A | N/A FOB: Destination | |
| 0002 | POP 20-SEP-2016 TO 19-SEP-2017 | N/A | N/A FOB: Destination | |
| 0003 | POP 20-SEP-2016 TO 19-SEP-2017 | N/A | N/A FOB: Destination | |
| 0004 | N/A | N/A | N/A | N/A |
| 0005 | N/A | N/A | N/A | N/A |
| 0006 | N/A | N/A | N/A | N/A |
| 0007 | N/A | N/A | N/A | N/A |
| 0008 | N/A | N/A | N/A | N/A |
| 0009 | N/A | N/A | N/A | N/A |

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 1761106 BSS1 251 67025 067443 2D M20021
COST CODE: DPDD6RCDP138
AMOUNT: \$1,191,399.12
CIN 130059749300001: \$1,191,399.12

CLAUSES INCORPORATED BY FULL TEXT

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(End of clause)

5252.201-9201 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (MAR 2006)

(a) The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

CONTRACTING OFFICER REPRESENTATIVE

Name: (b)(6)
Code: H56A0
Phone Number: 808-474-4205
E-mail: (b)(6)

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

(End of clause)

ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Guam Build-up Technical Program Support via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

(End of text)

Task Order Options

This task order includes options. These options may be exercised unilaterally by the Government under the authority of FAR 52.217-9 Option to Extend the Term of the Contract, which is included in the basic contract.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

| DOCUMENT TYPE | DESCRIPTION | PAGES | DATE |
|---------------|------------------------|-------|-------------|
| Exhibit A | DD Form 1423, Contract | 6 | 31-AUG-2016 |
| | Data Requirements List | | |
| Attachment 1 | Statement of Work | 7 | 01-JUN-2016 |
| | (SOW) | | |